**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KEITH J. KASSEES, Plaintiff v. BLAKINGER, BYLER & THOMAS, P.C., AARON S. MARINES, ESQUIRE, SUSAN P. PEIPHER, ESQUIRE, ANGELA H. SANDERS, ESQUIRE, CAROL WIKER and MARK WIKER, DEBORAH WALLS and SELECT PROPERTY AND ASSOCIATION MANAGEMENT, INC., Defendants	NO. __________ CIVIL ACTION - LAW JUDGE ____________

NOTICE OF REMOVAL

Defendant Select Property and Association Management, Inc., by and through their undersigned counsel, hereby files this Notice of Removal of the above action to the United States District Court for the Eastern

District of Pennsylvania from the Court of Common Pleas of Lancaster County, Pennsylvania, stating as follows:

1. Select Property and Association Management, Inc. is a Defendant in a lawsuit commenced by Complaint filed in the Court of Common Pleas of Lancaster County, Pennsylvania, on December 9, 2010, at Docket No. CI-10-12917. (A copy of the Complaint is attached as Exhibit "A".)

2. The Complaint contains a cause of action in Count I claiming a civil conspiracy to commit an unlawful act per the violation of the Sherman Act for the intentional restriction of competition and a conspiracy to limit competition in an industry.

3. The Complaint claims the actions of Select Property and Association Management, Inc. were unlawful acts in both federal law, the Sherman Act, and its equivalent Pennsylvania law, anti- trust laws as interpreted through the common law.

4. The remaining Counts of the Complaint appear to be state causes of action.

5. Inasmuch as Count I of Plaintiff's Complaint presents a cause of action based upon federal law, this case presents a federal question and the federal courts have jurisdiction pursuant to 28 U.S.C. § 1331.

6. This case is properly removed to this court in accordance with 28 U.S.C. § 1441, which states that a civil action, in which the district courts have original jurisdiction, may be removed to the district court for the district and division embracing the place for which such action is pending.

7. As the underlying action is currently pending in the Court of Common Pleas of Lancaster County, which is encompassed within the Eastern District of Pennsylvania, removal to this Court is proper.

8. This Notice of Removal is timely pursuant to 28 U.S.C. § 1446(b), since 30 days have not yet passed from the date (December 27, 2010) on which Defendant received service of Plaintiff's Complaint.

9. A true and correct copy of this Notice of Removal is being filed with the Prothonotary in the Court of Common Pleas of Lancaster County, Pennsylvania, in accordance with the requirements of 28 U.S.C. § 1446(b).

10. In addition, in accordance with the requirements of 28 U.S.C. § 1446(b), all parties are being provided with notice of this filing of this Notice of Removal.

WHEREFORE, Defendant Select Property and Association Management, Inc. respectfully requests that this action be removed to the United States District Court for the Eastern District of Pennsylvania.

Respectfully submitted,

THOMAS, THOMAS & HAFER, LLP

By: ______________________

John F. Yaninek, Esquire
Pennsylvania I.D.#55741
305 North Front Street
P.O. Box 999
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717-237-7132
Attorneys for Defendant Select Property and Association Management, Inc.

DATE: 1/20/11

JAN-07-2011 10:56 EK MCCONKEY 717 391 1705 P.03
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LANCASTER CO. PA

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Attorney for Plaintiffs,

IN THE COURT OF COMMON PLEAS OF LANCASTER COUNTY, PENNSYLVANIA
CIVIL ACTION – LAW

KEITH J. KASSEES
1390 COLUMBIA AVE., #230
LANCASTER, PA 17603

v.

Blakinger, Byler & Thomas, P.C.
28 Penn Square
LANCASTER, PA 17603
and
Aaron S. Marines, Esquire
28 Penn Square
LANCASTER, PA 17603
and
Susan P. Peipher, Esquire
28 Penn Square
LANCASTER, PA 17603
and
Angela H. Sanders, Esquire
28 Penn Square
LANCASTER, PA 17603

No. CI-10-12917

JURY TRIAL DEMANDED

EXHIBIT
A
tabbies

and
Carol Wiker and Mark Wiker
10 Santa Fe Drive
LITITZ, PA 17543
and
Deborah Walls
167 Federal Way
LANCASTER, PA 17601
and
Select Property and Association Management, Inc.
1000 N. Prince Street
LANCASTER, PA 17603

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NOTICE TO DEFEND

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint or for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH THE INFORMATION ABOUT HIRING A LAWYER. IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH THE INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

Lancaster Bar Association
Lawyer Referral Service
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Attorney for Plaintiffs,

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No. CI-10-12917

ENTERED AND FILED
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LANCASTER, PA.

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Keith J. Kassees, by and through his attorney, Daniel J. Mazaheri, Esquire, hereby brings this Civil Action against the Defendants for one or more of the following civil claims; Breach of Duty, Tortious Interference, Defamation of Character, Abuse of Process, Negligence, Civil Conspiracy to Commit an Unlawful Act, in support of his claims the Plaintiff avers as follows:

PARTIES

1. Keith J. Kassees is an adult with a principle business address at 1390 Columbia Ave., #230, Lancaster, Pennsylvania, 17603.
2. Blakinger, Byler & Thomas, P.C. ("Blakinger"), is a professional corporation with its principle place of business in Lancaster, PA.
3. Aaron S. Marines, Esquire, is an individual and attorney licensed in Pennsylvania, a partner in Blakinger, and his principle place of business is Lancaster, PA.
4. Susan P. Peipher, Esquire., is an individual and attorney licensed in Pennsylvania, a partner in Blakinger, and her principle place of business is Lancaster, PA.
5. Angela H. Sanders, Esquire, is an individual and attorney licensed in Pennsylvania and her employer is Blakinger.
6. Carol Wiker and Mark Wiker are individuals, husband and wife, they live in Lancaster County and it is believed that they have five rentals at Grandview as well as a new home in the Lititz area. Both of the Wiker are/were Board members of Grandview.
7. Deborah Walls is an individual that lives in Lancaster and is the President of the Board of Grandview, where she lives.

8. Select Property and Association Management, Inc. ("Select"), is a Corporation with its principle place of business in Lancaster, PA, and it is in the Real Estate as well as Property Management business. Select is a direct competitor with the Plaintiff.

JURISDICTION AND VENUE

9. All parties involved in this action are individuals that reside in Lancaster County, Pennsylvania, have their principal place of business in or own property in Lancaster, PA.

10. All agreements and damages originated and remain in Lancaster, PA.

11. This action is brought under civil law as covered by Pa.R.Civ.P.1001, *et seq.*

NATURE OF THE ACTION

12. Plaintiff brings this action against the Defendants to address the numerous tortious acts of the Defendants that have affected his ability to earn an income, both in the past, present, and future.

13. The Plaintiff also brings this action against the Defendants for the defamatory statements and writings that have affected his ability to earn an income, both in the past, present, and future.

RELEVANT FACTS

14. The Plaintiff is Keith J. Kassees, the Plaintiff is an Association Manager for residential property associations.

15. The Plaintiff does business as KJK Community Management, it is a sole proprietorship.

16. Prior to d/b/a KJK Community Management, the Plaintiff did business as KJK Associates, also a sole proprietorship. The name change was purely to more accurately reflect the nature of the business.

17. On or about February 1999, the Plaintiff was hired to be the Association Manager at Grandview Chase Condominium Association ("Grandview").

18. The reason Grandview hired the Plaintiff was because Grandview's financial affairs were a mess and they were not satisfied with the services of their previous Association Manager.

19. When the Plaintiff was hired at the beginning of 1999 there was an approximate total of $63,178.23 Net Equity value for the entire account holdings of Grandview.

20. Grandview, as an entity, was created in the State of Pennsylvania on or about November 8, 1990.

21. From the end of 1990 to February, 1999 Grandview had accumulated approximately $63,178.23 in net equity from the saved excess in the yearly income over the yearly expenses, that is an average over the one-hundred (100) months of $631.78 gain of equity per month, or a yearly average gain in equity of $7,581.36.

22. For the most part, it can be assumed that newer buildings would require less upkeep and maintenance when they're new as compared to when they become older.

23. Plaintiff came to Grandview in February of 1999 and Grandview's fiscal year ended May of 1999.

24. The first full year, June 1999 – May 2000, Plaintiff managed Grandview, Grandview netted an increase in equity of $38,893.59.

25. The second year Plaintiff managed Grandview, Grandview netted an increase in equity of $7,943.78.

26. The third year Plaintiff managed Grandview, Grandview netted an increase in equity of $31,628.64.

27. The fourth year Plaintiff managed Grandview, Grandview netted an increase in equity of $23,827.46.

28. The fifth year Plaintiff managed Grandview, Grandview netted an increase in equity of $20,156.46.

29. The sixth year Plaintiff managed Grandview, Grandview netted an increase in equity of $46,391.94.

30. The seventh year Plaintiff managed Grandview, Grandview netted an increase in equity of $5,104.13.

31. The eighth year Plaintiff managed Grandview, Grandview netted an increase in equity of $11,349.58.

32. The ninth year Plaintiff was "terminated" from his employment contract on or about May 7, 2008, yet by May 31, 2008, Grandview netted an equity increase of $72,366.62. Some of the larger equity gain in this year was attributable to the seventh and eighth year gains but was reported in 2008 due to an accounting procedure.

33. For the nine years Plaintiff managed Grandview, Grandview netted an increase in equity of over $260,700.00. That's an average increase in equity of approximately $29,000.00 per year. That is a **382% increase in average equity gain** over the previous property manager.

34. When Plaintiff began his work at Grandview, the monthly dues were $78.00 per month. For the next five years the dues were $95.00 per month, an increase of 21% in monthly dues revenue.

35. For the last five years Plaintiff was employed by Grandview the dues were $100.00 per month, a 28% increase over the original $78.00 per month.

36. Reducing the 382% increase by the increase in dues still yields an approximate **300%** increase! Keep in mind that the buildings were also all ten years older and much of the then maintenance done on the buildings was not done in the earlier years.

37. In the first eight years of Plaintiff managing Grandview there was a TOTAL for all of the eight years of $2,159.38 in legal fees spent by Grandview, a **yearly average of $269.92 per year legal expense.**

38. In the ninth year, June 2007- May 2008, Plaintiff managed Grandview, when Carol and Mark Wiker hired their co-defendant Blakinger, Byler & Thomas, P.C. ("Blakinger") via Attorney Aaron Marines, there was a single year legal expense $8051.86, **significantly attributable to Grandview Chase Condominium Board fighting Carol Wiker, Mark Wiker, and Blakinger.**

39. Aaron Marines, and his firm Blakinger, represented Carol and Mark Wiker AGAINST Grandview Chase Condominium Board for matters relating to the Association's condominium rental limits, accounting requirements of the condominium Bylaws, the methods used by the then Grandview Board for their disclosure of financial information to the Unit Owners, the Wikers' tenants wanting to park trailers in normal spaces, etc.

40. At that time, prior to usurping the Board, Carol had more rental units than she and her husband were permitted to rent because of a "cap" on the number of rental units imposed upon the entire community and this limit was being enforced appropriately by the Plaintiff.

41. The Grandview Condominium Board called for the resignation of Carol Wiker from the Board due to her self-dealing and outrageous conduct within two months following her election to the Board and appointment to Secretary in 2007.

42. Aaron Marines, Esquire advertises himself as an attorney who specializes in Condominium Law and all matters pertaining to it. In fact, he boasts of the numerous Condominium Boards he and his firm represent.

43. Aaron Marines became the attorney for the new Carol Wiker Grandview Board immediately following his representation of the Wikers against the previous Grandview Board.

44. No appropriate disclosures were made of the Conflicts of Interest that presented themselves. For example, prior to representing the Wikers, Blakinger had been the attorney for the Board, prior to and during their representation of the Wikers there were no appropriate measures taken to disclose the conflict, following their hiring by Carol Wiker and the Board to represent Grandview there was also no appropriate disclosures given.

45. In fact, Blakinger has repeatedly stated that they do not represent the owners of Grandview, yet the owners of Grandview are the one's paying their fees and continue to suffer financially from Blakinger's malpractice.

46. It is a fact that Blakinger continues its representation of the Board in direct conflict with its duties to the Court and to their true clients, the owners at Grandview.

47. Blakinger has continually withheld vital disclosure information that would fully inform the owners of the conflicts that exist.

48. Blakinger's non-disclosures and their self-dealing was done simply for financial gain and to cover-up their potential liability due to clearly incorrect legal advice and improper legal practices.

49. The appointment of Aaron Marines, Esquire, was the result of a plot by Carol Wiker to harass and intimidate the other Board Members until they resigned.

50. Carol and Mark Wiker stalked and harassed the then President of the Board, Rose Liebl, as well as other Board members.

51. Upon the resignation of a majority of the Board members, there were only two remaining individuals that didn't resign, Carol Wiker and Roberta Bertz.

52. The Bylaws of Grandview and the Pennsylvania Condominium Act requires that there be three members to constitute a Board.

53. When the third Board member resigned, leaving two, there ceased to be a Board and Grandview would presumably have needed a new election to appoint Board members as they were left without a viable Board.

54. The correct procedure would have been to have appointed a fourth Board member prior to the last Board member's resignation. The Board members resigned due to the harassment, lies, and deceit of Carol and Mark Wiker, all done to further their own financial interests above all others.

55. Due to the self-dealing of Aaron Marines, Esquire, and his intentional misrepresentation of the law to the owners of Grandview, by his stating that two individuals could constitute a Board, Carol Wiker chose three more cohorts to aid her in her self-dealing.

56. Most of the improper Board is still claiming to be the Board of Grandview.

57. None of this information was ever presented to the owners of Grandview.

58. The Wikers' self-dealing even went so far as to misuse Carol's position as Secretary to cheat the ability to rent a unit away from a Pastor who lived at the properties.

59. The self-dealing and harassment of the Wikers was supported by Aaron Marines and Blakinger.

60. Following the coup, that was supported and indeed endorsed by Aaron Marines and Blakinger, the Plaintiff's employment contract was terminated without cause.

61. Following the Plaintiff's termination, Plaintiff, through his lawyer at the time, commenced an action against Grandview Chase Condominium Association for a breach of his employment contract.

62. As a counterclaim, Blakinger, Byler & Thomas, P.C., Aaron Marines, Esquire and Susan Peipher, Esquire claimed that Plaintiff converted "in excess of $300,000.00" of Grandview's money.

63. The accepted definition of conversion under Pennsylvania law is "the deprivation of another's right of property in, or use or possession of, a chattel, or other interference therewith, without the owner's consent and without lawful justification." L.B. Foster Co. V. Charles Caracciolo Steel and Metal Yard, Inc., 2001 WL 515071 at 5 (Pa. Super. April 30, 2001) (citing McKeeman v. Corestates Bank, N.A., 751 A.2d 655, 659 n. 3 (Pa.Super. 2000)).

64. To this day, Carol Wiker, Mark Wiker, Aaron Marines, Susan Peipher, Angela Sanders, Deb Walls, and Blakinger continue to allege that the Plaintiff stole over $300,000.00 of Grandview's money.

65. Carol Wiker, Mark Wiker, Aaron Marines, Susan Peipher, Angela Sanders, Deb Walls, and Blakinger have conspired to falsely accuse the Plaintiff of the theft/embezzlement of the monies.

66. Carol Wiker, Mark Wiker, Aaron Marines, Susan Peipher, Angela Sanders, Deb Walls, and Blakinger have communicated this information to third parties outside of the contract dispute.

67. Carol Wiker and Mark Wiker have conspired with the attorneys at Blakinger and their current property managers Select Property and Association Management, Inc. ("Select") to spread the accusations of the Plaintiff's "theft" of the funds.

68. It is believed and therefore averred that Blakinger was, prior to and subsequently to Blakinger's hiring by the Grandview Board under Carol Wiker, the attorneys for Select and worked closely with Select to further both of their financial goals.

69. It is also believed and therefore averred that Blakinger's, through Aaron Marines, glowing recommendation of Select to be the Association's new property manager was clearly made without the proper disclosures given to the property owners at Grandview.

70. It is also believed and therefore averred that subsequent to Select assuming the management of Grandview that they have done a less than adequate job of managing Grandview, in fact, Angela Sanders, in court, called Select a terrible management company.

71. It is believed and therefore averred that Select has on numerous occasions failed to provide the REQUIRED disclosure be given to new property owners and because of this failure the owners at Grandview face increased costs and a huge potential liability.

72. It is known that Blakinger and their attorneys are aware of Select's failures as a management company yet Blakinger has taken no actions to address the wrongful conduct of Select and disclose these issues to the owners at Grandview.

73. Blakinger and their attorneys have consistently acted with self-interest above and beyond any recognizable interest of their clients, the owners at Grandview, and to this day Blakinger fails to recognize its duty lay with the owners of Grandview far and above the duty they may perceive to have with the Board.

74. If Blakinger wanted to simply represent the Board and not the owners it MUST have disclosed these facts to the owners and suggested that the owners retain their own counsel to represent the rights of the owners. This is, of course, a ridiculous argument because any and all of the rights and responsibilities of the Board flow through the powers given to them by the owners.

75. Currently, Select, through their employee(s), is communicating with other Associations and telling them that the Plaintiff stole the money and it is the Plaintiff's common practice to sue Board members.

76. Select, through their employee(s), has communicated false accusations to Board members of Oak Meadows Homeowners Association.

77. It is believed that the employee(s) of Select have defamed the character of the Plaintiff both through verbal and written communications.

78. It is believed that the employees of Select and of Blakinger have conspired to defame the character of the Plaintiff in an effort to further their own joined self-interests.

79. It is believed that the attorneys at Blakinger and the Wikers have conspired to defame the character of the Plaintiff in an effort to further their own joined self-interests.

80. The attorneys at Blakinger and the Wikers have defamed the character of the Plaintiff both verbally and in written form. The Wikers alleging they had authority by Grandview, indicating they were represented by Blakinger, have filed false Police reports alleging the theft of over two-hundred thousand dollars by the Plaintiff.

81. The attorneys at Blakinger have repeated their accusations of the theft of the monies to the Court in front of many individually who are attorneys in the community and presumably also business people.

82. Plaintiff has had communications with third parties recently who said they were told that he stole money from Grandview and that is the reason Grandview was facing financial troubles regarding planned maintenance and upkeep.

83. Prior to and/or immediately subsequent to the Plaintiff being terminated by the Board, Aaron Marines improperly and directly in breach of the Plaintiff's contract with Grandview, removed the Plaintiff's access to the bank accounts and assets of Grandview.

84. When Plaintiff left his employ at Grandview, all monies were under the control of Deb Walls, Carol Wiker, and Aaron Marines.

85. If any monies are missing it is more likely that Deb Walls, Carol Wiker, Roberta Bertz, Select, and/or Aaron Marines had a hand in its disappearance.

86. It is believed that the attorneys at Blakinger have tortiously interfered with the employment contract the Plaintiff had with Grandview in an self-serving effort to inappropriately further Blakinger's financial goals.

87. It is believed that Carol Wiker, Mark Wiker, and Deb Walls tortiously interfered with the employment contract of the Plaintiff with Grandview in a self-serving effort to inappropriately further their own personal and/or financial goals.

88. The Treasurer of the Board, Gary Getz, when the Plaintiff managed Grandview, has confirmed to the Plaintiff that no monies were missing early in 2007, prior to Plaintiff's termination by the Carol Wiker and Deb Walls Board.

89. No allegations of missing monies were made, hinted at, or suggested at all until the Plaintiff filed his breach of contract case.

90. Angela Sanders and/or Susan Peipher denied a police report was filed regarding the missing monies when questioned by Plaintiff's attorney in 2009.

91. Later, subsequent to discovery requests in 2010 it was discovered that Carol Wiker and Mark Wiker did, with the blessing of Blakinger, file a police report alleging that the Plaintiff stole $200,000.00 or more.

92. The police report was filed with the Manheim Township Police Department.

93. The report was investigated by the Police with the aid of an FBI investigator.

94. Bank accounts of the Plaintiff were subpoenaed and no evidence of missing monies was discovered by the Police or the FBI.

95. None of the investigation or the improper subpoena of bank record was reported in any manner to the Plaintiff and Plaintiff, through Plaintiff's attorney, learned of it as a result of discovery, the production of documents held by the attorneys at Blakinger.

96. Notwithstanding the police investigation, no effort have been made to communicate the findings that no monies were found to be missing to any member of the Grandview community or third parties.

97. To this date, Grandview, through the current Board and the attorneys at Blakinger, still allege that the Plaintiff took over $300,000.00 from Grandview.

98. All attorneys, in Pennsylvania, are under a constant duty to amend any allegation should its truthfulness be disproven or called into question.

99. Blakinger and its attorneys have been constantly reminded of their obligations to the Court and to their "clients" by the attorney for the Plaintiff.

100. It is a simple truth that in order to take something it must first exist.

101. Rather than examine Grandview's own financial information and yearly reports, the attorneys at Blakinger have sought to prove Plaintiff stole monies by examining the bank records and financial reports of the Plaintiff.

102. It is clear from the simple income statements of Grandview that any intelligent school child could understand, that Grandview has a very limited income flow. Basically, Grandview gets monthly dues from its 168 property units.

103. On a rare occasion Grandview makes a special assessment to raise extra monies for a project that wasn't budgeted. These figures are easy to find and uncontested.

104. The monthly budget and expenses have been in the possession of the attorneys at Blakinger and Grandview for over a year.

105. The bank account information and monies have been under the control of Grandview prior to the Plaintiff's termination.

106. Any and all information proving no monies were stolen have been and continue to be within the control of the Wikers, Deb Walls, and the attorneys at Blakinger.

107. When questioned, in 2010, by Plaintiff's attorney, Angela Sanders said they had an accountant review the financial records and indeed the accountant found that over $300,000.00 was missing.

108. When Plaintiff's attorney asked for the name of the Accountant used by Blakinger, Attorney Sanders refused to provide it.

109. Blakinger, through discovery requests, has indicated that they have not retained any professional to review and comment on the allegations of monies missing and Blakinger/the Board continues to be under a constant obligation to amend their discovery answers.

110. It is believed and therefore averred, that the Wikers, Deb Walls, and the attorneys at Blakinger simply lied about the conversion of monies, they fabricated the lie to further their own personal goals.

111. When Carol Wiker took control of the Board with the assistance of Aaron Marines, her attorney at Blakinger, she immediately fired the current attorney of Grandview and replaced him with Aaron Marines, thus completing their coup.

112. Plaintiff's attorney, prior to these allegations, has thoroughly reviewed the year-end accounting statements provided to Grandview and its Board by a CPA, Scott Sterner.

113. Not only did Scott Sterner, CPA, do the accounting for the Board but he also wrote the checks for most, if not all, of the payments made by Grandview to its contractors, etc.

114. Scott Sterner confirmed that it would be impossible for the Plaintiff to take such a huge sum of money, "in excess of $300,000", because the average total income for Grandview was less than that amount and the monies would have had to come through his accounting since Grandview had a fixed income flow with little if any variations.

115. Not wanting to act like a Blakinger, Plaintiff's attorney compared all of the current budgetary expenses of the current Board with the actual budgetary expenses for the nine years Plaintiff managed at Grandview.

116. Each and every budgetary expense reported by the current Board was similar to the actual expenses reported in the nine years of financial statements covering the management of the Plaintiff, meaning the expenses were in all likelihood legitimate.

117. Each and every expenditure was paid by CPA Scott Sterner, as he indicated that it was his computer that printed the checks and/or that the checks were recorded onto.

118. The access to this accounting information was provided to Aaron Marines and Carol Wiker prior to 2008 but Aaron Marines did not wish to review it and advised Carol Wiker not to review the accounting data because, "she was being set-up."

119. Notwithstanding any knowledge of the lawyers at Blakinger to the truthfulness of Deb Walls verification, it is incumbent upon ALL attorneys in the State of Pennsylvania to perform their own due diligence prior to filing a complaint. Here, it was an obligation of Blakinger to first determine if the amount in excess of $300,000.00 was indeed converted and/or find a competent professional to perform a rudimentary analysis of the financial records of Grandview to determine if the allegations were even possible.

120. The failure of the attorneys at Blakinger to perform their mandatory due diligence, pursuant to the Pennsylvania Rules of Professional Conduct as they apply to Attorneys, denies Blakinger any deniability as to their culpability in the actions of either Deb Walls, Carol Wiker, and Mark Wiker.

121. Each and every year Plaintiff managed at Grandview, prior to Carol Wikers reign, the Board was provided with accounting information and data along with year-end statements.

122. Each and every year, prior to the end of May 2008, no Board action was taken to address inappropriate accounting practices. In fact, the opposite happened when Carol and Mark Wiker raised concerns and demanded information, through Aaron Marines and Blakinger against the then Board, the Board raised concerns about Carol and Mark's motives and indicated that the Board was happy with the performance of the Plaintiff and has benefitted significantly from the management of the Plaintiff.

123. The numbers do not lie, there is not huge sums of money missing at Grandview and everyone knows this to be true.

124. To this date, the current Board, through Deb Walls and the Wikers, continue to communicate that the Plaintiff performed his duties poorly and is the cause of Grandview's financial troubles.

125. The truth is Plaintiff did an exceptional job and tremendously improved the financial condition of Grandview, it is Carol Wiker, Mark Wiker, Deb Walls, the attorneys at Blakinger, and most notably Select that continues to harm the financial well-being of Grandview through their constant self-dealing and failure to fully inform the owners at Grandview.

126. Many and/or most of the owners, especially the new owners, at Grandview were unaware of the significant ongoing litigation in these matters and the potential liabilities and issues that are at stake.

127. The attorneys at Blakinger, when questioned by owners, denies the owners information regarding ongoing litigation not only inappropriately but also in a direct violation of their duties.

128. Attorneys Susan Peipher, Aaron Marines, and Angela Sanders work at Blakinger, Byler & Thomas, P.C., they, through the employ act as agents and employees of Blakinger in all manners and through their representation(s) can bind Blakinger and all liability of their actions rest upon themselves as well as Blakinger, as licensed attorneys and law firm in Pennsylvania.

129. Plaintiff has always known that the current Board and Blakinger had an existing counterclaim alleging conversion of large sums of money since they were filed; however, it was only discovered in 2010 that third parties have been told that Plaintiff stole money, managed poorly, made a habit of suing all of the Board members he works for, withheld financial information, planned poorly, was the cause of Grandview's present and future financial troubles, etc.

130. Within the last year and earlier, Plaintiff has begun to notice a cold attitude towards him from Associations that didn't exist and Plaintiff believes this preconception of other Associations is the direct result of the defamatory statements made by employee(s) at Select.

131. Due to the behavior and actions of the attorneys at Blakinger, Carol and Mark Wiker, Deb Walls, and Select the Plaintiff has suffered a significant financial loss.

Due to the behavior and actions of the attorneys at Blakinger, Carol and Mark Wiker, Deb Walls, and Select the Plaintiff has suffered a significant harm to his reputation and character which not only affects his current and past ability to earn income but also affects his future ability to earn income.

132. The harm to reputation and character is of such significant magnitude that it is per se defamation and it likely to have an effect that lasts decades if not the Plaintiff's entire life.

133. Plaintiff, although one property manager, is unique in that he is squarely within the market of Select and a direct competitor of Select for many of Select's current contracts as well as many if not all future contracts to manage condominium associations.

134. Due to the drop in the real estate marketplace, Select's employees are under increased pressure to increase their share of the marketplace of condominium association management.

135. It is believed and therefore averred that Select intentionally has a payment structure that determines the payment of certain employees based upon a commission structure.

136. It is believe it is this commission structure that forces Select's employees to regularly commit defamatory acts in an effort to gain contracts for Select so that the employee earns more income.

137. The harm to Plaintiff's ability to produce an income and to his reputation and character extends beyond the Plaintiff to his wife, children and family members. Indeed, each and every banking account with the Plaintiff's social security number has been investigated by the Police, the FBI, and currently is being subpoenaed by the attorneys at Blakinger.

138. Bank employees that have a business relationship with the Plaintiff and his family have been contacted and told by the Defendant(s) that Plaintiff is the under criminal investigation for stealing monies from his employers, etc.

139. Lancaster County and the surrounding counties is a close-knit community with a limited number of Condominium Associations available to an over-abundant number of property managers who, in their zealous desire to further their own finances, risk their own reputations with each property they manage.

140. Select, by spreading lies about the Plaintiff, has done so to take the clients of the Plaintiff unfairly and tortiously harmed the Plaintiffs reputation in the process.

141. It is certain that with the large number of property managers and limited number of Associations that even if the business usurped by Select from the Plaintiff is not satisfied with Select that they will not rehire Plaintiff after such defamation but would probably find another property manager. This will have a permanent harm on Plaintiff's ability to find, maintain, and regain employment.

142. Select and Blakinger have worked together to limit outside competition in their respective industries; Blakinger seeking to enlarge its legal representation of Condominium Associations and Select seeking to enlarge its management of Condominium Associations.

143. Both Select and Blakinger have acted with their own self-interests far and above the interests of the parties they represent.

144. Plaintiff's business has been negatively restricted by the unfair and anti-competitive business practices of Select and Blakinger.

145. The Wikers also conspired with Select and Blakinger to further their own business interests as property renters. Since the Plaintiff was terminated, the Wikers have been given the blessing of Blakinger and have faced zero resistance to their rental of units and inappropriate storage of trailers in car parking spaces.

146. Blakinger and Select have acted to limit their competition in violation of the Sherman Act and the equivalent Pennsylvania "Anti-trust Laws", as interpreted through the common law regarding unfair competition and conspiracy to limit competition.

COUNT I – CIVIL CONSPIRACY TO COMMIT AN UNLAWFUL ACT

Keith J. Kassees

v.

Select Property and Association Management, Inc., and Blakinger, Byler & Thomas, P.C., and Aaron Marines, and Susan Peipher, and Angela Sanders

147. Plaintiffs hereby incorporate paragraphs 1-146 as if fully set forth herein.

148. The Sherman Act and the equivalent Pennsylvania laws regarding unfair competition and the intentional restriction of competition make it a criminal and/or civilly liable act to conspire to limit competition in an industry.

149. Defendants, Select and Blakinger, have conspired to unfairly limit competition by their actions, as described above.

150. Defendants, Select and Blakinger, have acted to limit competition in their markets and by their actions they have caused financial harm to the Plaintiff in the past, present, and future.

151. The actions of the Defendants are unlawful acts in that both Federal Law, the Sherman Act, and its equivalent Pennsylvania Law, Anti-trust Laws as interpreted through the common law, have determined that it is a violation of the law to act to limit competition unfairly within a field or marketplace.

152. Due to Defendants behavior, the Plaintiff has suffered significant financial harm, both in his ability to currently earn money, but also in his past earnings and future earnings potential in excess of mandatory arbitration limits.

153. Plaintiff's claims are made in good faith.

WHEREFORE, Plaintiff prays this Honorable Court find that the Defendants, Select and Blakinger, have conspired to commit an unlawful act and in so doing have caused the

Plaintiff financial harm in an amount that exceeds the limits of mandatory arbitration. Finally, Plaintiff prays the Honorable Court allow punitive damages or if exemplary damages are inappropriate any additional amount the Court should deem fair and just.

COUNT II – CIVIL CONSPIRACTY TO COMMIT AN UNLAWFUL ACT

Keith J. Kassees

v.

Deb Walls, Blakinger, Byler & Thomas, P.C., Aaron Marines, Angela Sanders, and Susan Peipher

154. Plaintiff hereby incorporates paragraphs 1-153 as if fully set forth herein.

155. Deb Walls, Blakinger, and attorneys Aaron Marines, Angela Sanders and Susan Peipher conspired to commit an unlawful act.

156. The verification of a complaint in the State of Pennsylvania, pursuant to Pa.R.C.P. 1024, requires that the signer verify the allegations contained within the complaint or have knowledge of them prior to signing.

157. Notwithstanding any knowledge of the lawyers at Blakinger to the truthfulness of Deb Walls verification, it is incumbent upon ALL attorneys in the State of Pennsylvania to perform their own due diligence prior to filing a complaint. Here, it was an obligation of Blakinger to first determine if the amount in excess of $300,000.00 was indeed converted and/or find a competent professional to perform a rudimentary analysis of the financial records of Grandview to determine if the allegations were even possible.

158. The failure of the attorneys at Blakinger to perform their mandatory due diligence, pursuant to the Pennsylvania Rules of Professional Conduct as they apply to Attorneys, denies Blakinger any deniability as to their culpability in the actions of either Deb Walls, Carol Wiker, and Mark Wiker.

159. 18 Pa.C.S. § 4904 makes it a crime to falsely verify documents.

160. Deb Walls has committed a perjury by false written declaration when she verified a complaint that she had knowledge that the Plaintiff converted "in excess of $300,000.00."

161. Due to Defendants behavior, the Plaintiff has suffered significant financial harm, both in his ability to currently earn money, but also in his past earnings and future earnings potential in excess of mandatory arbitration limits.

162. Plaintiff's claims are made in good faith.

WHEREFORE, Plaintiff prays this Honorable Court find that the Defendants, Select and Blakinger, have conspired to commit an unlawful act and in so doing have caused the Plaintiff financial harm in an amount that exceeds the limits of mandatory arbitration. Finally, Plaintiff prays the Honorable Court allow punitive damages or if exemplary damages are inappropriate any additional amount the Court should deem fair and just.

COUNT III – NEGLIGENCE

Keith J. Kassees

v.

Deb Walls

163. Plaintiff hereby incorporates paragraphs 1-162 as if fully set forth herein.

164. In the alternative, Deb Walls negligently verified, in breach of her duty to truthfully verify, that Keith J. Kassees converted sums of money in excess of $300,000.00 when she had no knowledge of said conversion.

165. Deb Walls neither was aware of nor had actual knowledge of any actual and verifiable losses of monies from the accounts of Grandview.

166. By not becoming aware of any missing monies or doing her own investigation as to the truthfulness of the allegations contained within the Complaint she verified, the Complaint in which Grandview's Counterclaims allege that Keith J. Kassees

converted the monies of Grandview, Deb Walls negligently verified the complaint/counterclaim.

167. Due to Defendants behavior, the Plaintiff has suffered significant financial harm, both in his ability to currently earn money, but also in his past earnings and future earnings potential in excess of mandatory arbitration limits.

168. Plaintiff's claims are made in good faith.

WHEREFORE, Plaintiff prays this Honorable Court find that the Deb Walls has committed act of Negligence and as a result of said negligence the Plaintiff has suffered a financial loss in excess of local arbitration limits. Finally, Plaintiff prays the Honorable Court award an additional amount if the Court should deem it fair and just.

COUNT IV – TORTIOUS INTERFERENCE

Keith J. Kassees

v.

Carol Wiker, Mark Wiker, Deb Walls, Select Property and Association Management, Inc., and Blakinger, Byler & Thomas, P.C.

169. Plaintiff hereby incorporates paragraphs 1-168 as if fully set forth herein.

170. The above-named Defendants have tortiously interfered with the employment contract of the Plaintiff and by their actions have caused its termination.

171. The interference consisted of false accusations, false performance reviews, misrepresentation of facts, misrepresentation of the law, negligent and/or fraudulent distortion of facts, falsely attributing their own actions or inactions to the fault of the Plaintiff, self-dealing and self-serving motives in the interference, defamatory statements in their efforts to interfere, fraud in reporting financial data, etc.

172. Due to Defendants' actions the contract of employment Plaintiff had with an employer, Grandview, was terminated.

173. Due to Defendants behavior, the Plaintiff has suffered significant financial harm, both in his ability to currently earn money, but also in his past earnings and future earnings potential, in excess of the mandatory arbitration limits.

174. Plaintiff's claims are made in good faith.

WHEREFORE, Plaintiff prays this Honorable Court find that the Defendants have committed Tortious Interference with a Business Contract and as a result of said negligence the Plaintiff has suffered a financial loss in excess of local arbitration limits. Finally, Plaintiff prays the Honorable Court award an additional amount if the Court should deem it fair and just.

COUNT V – DEFAMATION OF CHARACTER PER SE

Keith J. Kassees

v.

Select Property and Association Management, Inc.

175. Plaintiff hereby incorporates paragraphs 1-174 as if fully set forth herein.

176. Defendant, Select, through an employee "Frank," did communicate, it is believed both verbally/slander and by written form/libel to Oak Meadows Homeowners Association, of Sinking Springs, PA, that Plaintiff stole monies from a different home owners association.

177. The employee Frank did communicate that it is the regular practice of the Plaintiff to sue the Board members of the associations the Plaintiff manages.

178. These representations were made to a Board member of Oak Meadows.

179. These representations were repeated by that Board member to another Board member of Oak Meadows.

180. Currently Oak Meadows is attempting to terminate Plaintiff's contract and replace Plaintiff with Select Property and Association Management, Inc.

181. During the conversations with Oak Meadows, the employee forgot to mention all of the poor management activities of Select and the increased liability Select has placed upon Grandview, as well as any other sub-par management history of Select.

182. Select's strategy for gaining new associations at the cost of the Plaintiff is to spread outrageous stories about the criminal propensities of the Plaintiff, as if the stories were factual and soundly grounded.

183. These types of defamation are so outrageous as to make them "*per se*" defamatory, statements that on their face can cause any normal individual to be offended by the statement itself as it relates to the defamed.

184. Here, the Plaintiff is facing unrelenting opposition from the Board member who accepted the defamatory statements of Select and Plaintiff's employment at Oak Meadows is in peril.

185. The statements of Select's employee(s) were made within the last year as well as earlier statements were recently discovered by the Plaintiff.

186. Due to Defendants behavior, the Plaintiff has suffered significant financial harm, both in his ability to currently earn money, but also in his past earnings and future earnings potential, in excess of the mandatory arbitration limits.

187. Plaintiff's claims are made in good faith.

WHEREFORE, Plaintiff prays this Honorable Court find that the Defendants have committed a *Per Se* Defamation of Character and as a result of said defamation the

Plaintiff has suffered a financial loss in excess of local arbitration limits. Finally, Plaintiff prays the Honorable Court award an additional amount if the Court should deem it fair and just.

COUNT VI – DEFAMATION OF CHARACTER

Keith J. Kassees

v.

Carol Wiker, Mark Wiker, Deb Walls, Select Property and Association Management, Inc., and Blakinger, Byler & Thomas, P.C.

188. Plaintiff hereby incorporates paragraphs 1-187 as if fully set forth herein.

189. Defendants have in the past made statements that Plaintiff converted sums of monies in excess of three-hundred thousand dollars in essence accusing the Plaintiff of stealing money from his employer.

190. Defendants have acted to participate in a criminal investigation or to withhold information from a criminal investigation of which the Plaintiff was accused of a serious felony.

191. The Defendant, Carol and Mark Wiker, called a business associate of the Plaintiff, his banker, and told her that the Plaintiff was being criminally investigated by the Manheim Township Police.

192. The discovery of many of the defamatory statements came about during and subsequent to Discovery requests made and complied with by Blakinger in 2010.

193. Although many of the remarks and statements occurred prior to one year, the Plaintiff did not discover them until 2010.

194. Currently Carol Wiker, Mark Wiker and Deb Walls are accusing the Plaintiff of poor management of their community that would have resulted in the "bankruptcy" of the community and a $5000.00 assessment per owner for roof repairs within the next few

years, these statements are blatantly false. The statements were communicated in written form and it is believed the statements were spoken as well.

195. During the time of all the statements, the information to disprove the statements was available to each and every Defendant. The Defendants chose to either ignore the data in their possession or to simply not investigate the truthfulness of their accusations.

196. Plaintiff's attorney had all of the data reviewed by a CPA, Scott Sterner, and the accountant assured him that it was impossible for the Plaintiff to do what the Defendants were accusing him of.

197. Defendants' accusations were made to further their own financial goals, to hide their own conflicting duties, and to mask the self-serving activities of the Defendants.

198. The statements of the Defendants were made within the last year as well as earlier statements were recently discovered by the Plaintiff.

199. Due to Defendants behavior, the Plaintiff has suffered significant financial harm, both in his ability to currently earn money, but also in his past earnings and future earnings potential, in excess of the mandatory arbitration limits.

200. In fact, Defendants' actions may very well effect Plaintiff's ability to earn money for decades to come.

201. Plaintiff's claims are made in good faith.

WHEREFORE, Plaintiff prays this Honorable Court find that the Defendants have committed a Defamation of Character and as a result of said defamation the Plaintiff has suffered a financial loss including the past, present, and possible or probably future loss of income equaling or exceeding one million dollars ($1,000,000.00).

Finally, Plaintiff prays the Honorable Court award an additional amount if the Court should deem it fair and just.

COUNT VII - BREACH OF DUTY - ATTORNEY DUTY TO MAINTAIN CLIENT LOYALTY AND CONFIDENTIALITY AND TO AVOID CONFLICT

Keith J. Kassees

v.

Blakinger, Byler & Thomas, P.C.

202. Plaintiff hereby incorporates paragraphs 1-201 as if fully set forth herein.

203. In the past Plaintiff has hired Defendant law firm to work with Plaintiff and Grandview on several legal matters.

204. During the course of their work together Plaintiff always believed that Defendant was his attorney.

205. During the course of Defendants' representation of Plaintiff, Defendant communicated directly with Plaintiff regarding any and all legal matters.

206. It was Plaintiff that hired Defendant.

207. At no time did Defendant tell Plaintiff that Plaintiff was not Defendants' client.

208. Plaintiff indicated his belief that there was a conflicting relationship between the Defendant, Carol Wiker, Grandview, and the Plaintiff himself.

209. Defendant claimed to have disclosed all conflicting relationships.

210. Defendant made no disclosures that would have either avoided or remedied the conflict.

211. Defendant made no effort to have any of the conflicts waived by any or all of the parties.

212. As a result of the Defendants' breach of duty Plaintiff suffered significant financial losses, including loss of income, legal fees, costs, etc.

213. Defendant acted with clear disregard to the Pennsylvania Rules of Professional Conduct regarding methods to resolve conflicting situations.

214. Defendant makes a habit of dismissing conflicts when they apply to themselves in a self-serving analysis.

215. Defendant blatantly avoids its duty to the Plaintiff as well as the Court when Defendant continually fails to amend its allegations of conversion when it knows, should know, or fails to perform due diligence regarding the truthfulness of its claims.

216. Due to Defendants behavior, the Plaintiff has suffered significant financial harm, both in his ability to currently earn money, but also in his past earnings and future earnings potential, in excess of the mandatory arbitration limits.

217. Plaintiff's claims are made in good faith.

WHEREFORE, Plaintiff prays this Honorable Court find that the Defendant has breached its duty of client loyalty and to avoid conflict and as a result of said breach of duty the Plaintiff has suffered a financial loss exceeding mandatory arbitration limits. Finally, Plaintiff prays the Honorable Court award an additional amount if the Court should deem it fair and just.

COUNT VIII – ABUSE OF PROCESS

Keith J. Kassees

v.

Blakinger, Byler & Thomas, P.C.

218. Plaintiff hereby incorporates paragraphs 1-217 as if fully set forth herein.

219. Defendant did file a Counterclaim against the Plaintiff for a conversion claim of $300,000.00 in a separate contract action.

220. Defendant had no evidence nor did they perform their due diligence investigation prior to making the claim of conversion.

221. The amount claimed was of such an amount that it caused the Plaintiff severe emotional distress.

222. Defendant intentionally filed the counterclaim of conversion to shock the Plaintiff into a quick settlement. Old-timers in the legal profession accepted this type of abusive practice as a "slap-suit".

223. In fact, Defendants offered to remove their clients claim for losses of $300,000.00 due to the alleged Conversion if Plaintiff would withdraw his $58,000 +/- contract claim, hardly an equitable settlement.

224. Defendant continues to abuse their positions as officers of the Court of the State of Pennsylvania with their outrageous and defamatory accusations.

225. Plaintiff has repeatedly asked for any proof of even a dollar missing but Defendant has not provided one scintilla of evidence.

226. Due to Defendants behavior, the Plaintiff has suffered significant financial harm and emotional distress, both in his ability to sleep, to conduct his family life, to earn money; including past, present and future earnings potential.

227. Plaintiff's claims are made in good faith.

WHEREFORE, Plaintiff prays this Honorable Court find that the Defendant has acted with an Abuse of Process and as a result of said breach of duty the Plaintiff has suffered a financial loss exceeding mandatory arbitration limits. Finally, Plaintiff prays the Honorable Court award an additional amount if the Court should deem it fair and just.

Respectfully submitted,

December 9, 2010

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VERIFICATION

I, Keith J. Kassees, Plaintiff in the above-listed action, certify that I personally verified the allegations made within this Complaint to my attorney and that the facts set forth herein are true and correct to the best of my knowledge, information and belief and that this verification is made subject to the penalties of 18 Pa. C.S.A. §4904 relating to unsworn falsification to authorities.

Dated: December 9, 2010

Keith J. Kassees
Plaintiff in the Complaint

CERTIFICATE OF SERVICE

I, Gwen Cleck, employee of the law firm of Thomas, Thomas & Hafer, LLP, hereby certify that I have served a true and correct copy of the foregoing document on the following persons by placing same in the United States mail, postage prepaid, on the 20th day of January 2011:

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THOMAS, THOMAS & HAFER, LLP

By: [signature]
Gwen Cleck